

RESOLUTION NO. 2009-62

A RESOLUTION OF THE TOWNSHIP OF MANSFIELD, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE SALE OF CERTAIN PROPERTY OWNED BY THE TOWNSHIP AND NOT REQUIRED FOR PUBLIC PURPOSES, PURSUANT TO N.J.S.A. 40A:12-13(A) ET SEQ.

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-13(a) authorizes the sale by municipalities of any real property, capital improvements or personal property or interests therein, not needed for public use by open public sale at auction to the highest bidder after the required newspaper advertisements;

WHEREAS, the Township of Mansfield is the owner of certain real property not needed for public use and the Township Committee has determined that it is in the best interest of the Township to sell the property in an effort to put it back on the active tax rolls; and

WHEREAS, the Township of Mansfield, prior to the auction, will offer the right of first refusal to contiguous property owners for any properties which are less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvements pursuant to N.J.S.A. 40A:12-13.2.

WHEREAS, there shall be no minimum bid, however, the Township reserves the right to reject all bids.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MANSFIELD, COUNTY OF WARREN, STATE OF NEW JERSEY, that the property set forth in the Schedule "A" annexed hereto shall be offered for sale by open public sale at auction to the highest bidder, pursuant to N.J.S.A. 40A:12-12(a). Said public auction shall be conducted on July 11, 2009 at 9:00 am at the Municipal Building, 100 Port Murray Road, Port Murray, New Jersey.

BE IT FURTHER RESOLVED that the subject property shall be offered for public bidding as set forth below and shall be sold pursuant to the further expressed conditions enumerated below:

1. Each bid is subject to the rejection or acceptance by the Township Committee which shall occur no later than at its second regular meeting following the auction sale. The Township Committee reserves the right to reject all bids. If no action is taken by the Township Committee by the second regular meeting, then the bid shall be deemed to be rejected.
2. The successful bidder, as indicated by the highest bid, shall be required to deposit 10 percent (10%) of his or her bid with the Township at the time of the auction. This deposit shall be made by either a certified check, money order or cash in an

amount equal to at least 10 percent (10%) of the winning bid. All monies so received will be credited toward the total sale price.

3. The deposit made by the purchaser is non-refundable, except where the Township is unable to convey marketable title as indicated in paragraph 13 below. The risk of loss is in the purchaser.
4. Bidders are required to register for the auction by completing the form in Schedule "B" and including a letter or line of credit. All bidders must appear in person at the auction and upon becoming the successful bidder must present identifying credentials in compliance with the auction rules stated below:
 - a. The Designated Official will start with the auction by reading these auction rules.
 - b. Each registered bidder will receive a bidder number. In order to make a bid, a bidder raises their number in the air. The Designated Official will record each bidder's number and bid amount. A bid indication is considered a contractual obligation.
 - c. Bidders may not communicate with each other in any manner.
 - d. The minimum bid increment is One Hundred Dollars(\$100.00) in U.S. Dollars.
 - e. A person bidding on behalf of a corporation, upon becoming the successful bidder, must present a copy of the Certificate of Incorporation and a resolution authorizing that person to bid on behalf of the corporation.
 - f. A person bidding on behalf of a partnership or using a trade name upon becoming the successful bidder, must submit a copy of the Certificate of Trade Name (partnership) and a letter of authorization from the other partner(s).
 - g. No other bidder may submit a bid on behalf of another, except that a husband or wife may bid on behalf of both.
 - h. The winning bid will be decided when the highest bid has no counter bids made after three (3) requests.
5. The successful bidder shall not sell or otherwise transfer title to the premises, or any part thereof, to a non profit or nontaxable organization for a period of five (5) years from the date of closing on the property.

6. The successful bidder(s) shall be required to pay at time of closing of title the cost of legal advertising of the sale of this property which is the subject of this auction plus their proportionate cost of the transcript, if applicable.
7. The successful bidder(s) shall bear the cost of recording the deed(s) and agree that the deed(s) shall be recorded on behalf of the purchaser by the Township Attorney. The successful bidder, prior to closing of title, will not be permitted to assign his or her bid nor any right, title or interest in the property on which the bid was made.
8. The burden is on all successful bidders to obtain any and all variances and/or approvals from the Land Use and Development Ordinance of the Township of Mansfield from the appropriate municipal agency.
9. Title is to close within thirty (30) calendar days of confirmation of the bid by the Township Committee at the Township Attorney's office, unless otherwise extended in the sole discretion of the Township Committee, but if the last day for closing of title falls on a Saturday/Sunday, or legal holiday, then title shall close on the following day. Time is of the essence. **NO POSTPONEMENT OF CLOSING IS PERMITTED UNLESS:**
 - a. The Township's title is unmarketable, in which event the Township shall be allowed a reasonable time to, provide clear title and to close. If the unmarketability of title relates to a valid encumbrance against the property, the Township, after being timely notified of this defect by the purchaser, will endeavor to obtain within a reasonable time after such notification a release or discharge of such lien. If the Township is not successful in this regard, then part of the consideration to be paid by the purchaser for his said property shall be in the form of a certified check payable to the lienor for the amount to be paid for such release of discharge.
 - b. There is a written request, containing the reasons therefore, made by the purchaser within fifteen (15) calendar days after the confirmation of the sale by the Township Committee and the Township Attorney grants a one time postponement which is not to exceed thirty (30) days.
10. All conveyances shall be by deed of bargain and sale from the Township of Mansfield to the successful bidder, to be dated on the date of closing of title.
11. The sale price, as may result from this auction sale, may not be used before any County Board of Taxation, State Tax Court or in any other court of this State to challenge the assessment with respect to the subject property nor may same be used as a comparable sale to challenge assessment with regard to other properties.
12. This sale is also subject to further conditions that if the State of New Jersey or any upland owner has any rights or claim to the land being sold herein by reason of a

riparian interest or otherwise, any charges levied or so levied by the State of New Jersey of upland owner for said riparian interest or otherwise are to be borne by the purchaser, in addition to the sale price bid for said property.

13. All successful bidders are required to conduct all desired title searches at their expense prior to the date of closing. If the title to this property shall prove to be unmarketable, the liability of the Township shall be limited to the repayment to the purchaser of the amount of his or her deposit and any portion of the purchase price paid without any further cost, expense, damage or claim. Notice of any alleged defect in title or claim of unmarketability shall be given to the Township in writing no later than thirty (30) calendar days after the date of confirmation of the sale by the governing body of the Township of Mansfield. Failure to give such notice shall be deemed conclusive evidence that the purchaser accepts title in its then present condition.
14. All prospective purchasers are put on notice that no employee, agent or officer of the Township of Mansfield has authority to waive, modify or amend any of the conditions of sale.
15. If the successful bidder was the sole or part owner of the property to be sold at the time the Township acquired title by a tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following condition: The successful bidder of any property at this auction, by making such bid, thereby agrees to pay the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
16. It is conclusively presumed that a bidder prior to taking his or her bid has done the following:
 - a. Checked the exact location, including the correct street address and lot size of the property on the Official Tax Maps that are available at the Assessor's Office.
 - b. Checked the zoning restrictions to ascertain the legal use of the property. This information can be obtained from the Township Zoning Office.
 - c. Made a personal inspection of the property prior to the bidding on a piece of property by contacting the Township Clerk, Monday – Friday, between 9:00 am to 4:00 pm, telephone number (908) 689-6151.
 - d. Responsibility for failure to comply with the above-mentioned conditions and guidelines will be fully assumed by the purchaser.
17. A failure by the purchaser to fully comply with the terms, conditions, requirements and regulations of sale as herein contained shall be considered, at

the option of the Township of Mansfield, as a material breach of the conditions of sale whereupon the Township of Mansfield may declare said contract or purchase terminated and at an end. All monies paid on behalf of the purchase price, by way of deposit or otherwise, may be retained by the Township as its liquidated damages and it may thereafter resell the said property and/or pursue such other and further legal and/or equitable remedies as it may have and the defaulting purchaser shall continue to remain liable for all damages and losses sustained by the Township of Mansfield by reason of any such default.

18. Any descriptions of the properties published by the Township are intended as a general guide only and may not be accurate. NO REPRESENTATIONS OF ANY KIND ARE MADE BY THE TOWNSHIP OF MANSFIELD AS TO THE CONDITIONS OF THE PROPERTY, SAID PREMISES AND BUILDINGS ARE BEING SOLD IN THEIR PRESENT CONDITIONS “AS IS”.
19. The sale is made subject to such state of facts as an accurate survey may disclose, existing tenancies, rights of persons in possession, easements, conditions, covenants and restrictions and any other encumbrances of title which the Township Committee may impose on any parcel at the time of the sale, including but not limited to, restrictions on the use to be made of such real property, capital improvements of personal property and any conditions of sale as to buildings or structures, or as to the type, size or other specifications of buildings or structures to be constructed thereon, or as to demolition, repair or reconstruction of buildings or structures, and the time within such conditions shall be operative, or any other conditions of sale in like manner and to the same extend as by any other vendor. All properties and buildings are being sold “**AS IS**”.
20. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and the Township of Mansfield.
21. Successful bidders agree to the following conditions:
 - a. To pay prorated property taxes for the balance of the current year as of the date of closing.
 - b. To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support a challenge of the existing assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.
 - c. That the failure to close title as agreed shall forfeit to the Township of Mansfield any and all money deposited with the Township.

22. If any section or provision of this Resolution shall be held invalid in any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Resolution, except so far as the section of the provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Adopted:

I, Dena Hrebenak, Clerk of the Township of Mansfield, County of Warren, do hereby certify that the foregoing is a true and exact copy of the resolution adopted by the Township of Mansfield Committee on May 13, 2009.

Dena Hrebenak, CMC
Township Clerk

Schedule B

**Mansfield Township
100 Port Murray Road
Port Murray, NJ 07865**

Bidder Registration Form

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

FAX Number: _____

Email: _____

Authorized Bidder's

Name: _____

Title: _____

Phone Number: _____

Other Contact

Numbers: _____

I certify that I am authorized to take part in the auction of the property listed in Schedule "A".

Signature

Date

Letter of Credit or Line of Credit is Required.

Township Use:

Bidder Number: _____ Date Received: _____